UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

LEROY J. BLAZE, JR.	CIVIL ACTION
	NO:
VS	
	JUDGE
MCMORAN OIL & GAS, LLC., FIELDWOOD ENERGY, LLC, EAGLE CONSULTING, L.L.C., TOTAL SAFETY U.S., INC. SWIVEL RENTAL & SUPPLY, L.L.C. EATON OIL TOOLS, INC.	MAG. JUDGE

COMPLAINT FOR DAMAGES

The plaintiff, Leroy J. Blaze, Jr., respectfully represents upon information and belief that:

Jurisdiction and Venue

1.

This court has subject matter jurisdiction over this action pursuant to the Outer Continental Shelf Lands Act, 43 U.S.C. § 1331, *et seq*, because it arises under the laws of the United States and this cause of action arises under the terms and provisions and is subject to the Outer Continental Shelf Lands Act.

2.

Venue is proper in this Court pursuant to 28 U.S.C. § 1391 as the defendants are subject to personal jurisdiction in this venue and also because a substantial part of the events giving rise to Plaintiff's claims occurred in this Judicial District.

Parties

3.

Plaintiff, **Leroy J. Blaze, Jr.** (hereafter "Blaze") is a resident and citizen of Louisiana and is domiciled in Iberia Parish, Louisiana.

4.

Defendant, **MCMORAN OIL & GAS, LLC** ("McMoRan"), is a Delaware limited liability company that is authorized to do and is doing business in Louisiana and within this Court's jurisdiction. Its principal business office is located at 1615 Poydras Street, New Orleans, Louisiana 70112. It has appointed Corporation Service Company, 501 Louisiana Avenue, Baton Rouge, Louisiana 70802 as its Louisiana registered agent for service of process.

5.

Defendant, **FIELDWOOD ENERGY, LLC** ("Fieldwood"), is a Delaware limited liability company that is authorized to do and is doing business in Louisiana and within this Court's jurisdiction. Its principal business office is located at 2000 W. Sam Houston Parkway South, Suite 1200, Houston, Texas 77042. It has appointed Capitol Corporate Services, Inc., 8550 United Plaza Building II, Suite 305, Baton Rouge, Louisiana 70809 as its Louisiana registered agent for service of process.

Unless necessary to identify these defendants separately, Blaze will refer to McMoran and Fieldwood together as "McMoRan."

6.

Defendant, **EAGLE CONSULTING, L.L.C.** ("Eagle Consulting"), is a domestic limited liability company whose domicile and principal office is located at 850 Engineers Road, Belle

Chase, Louisiana 70037. It has appointed Michael J. Jeansonne, 850 Engineers Road, Belle Chase, Louisiana 70037 as its Louisiana registered agent for service of process.

7.

Defendant, **TOTAL SAFETY U.S., INC.** ("Total Safety"), is a Delaware corporation that is authorized to do and is doing business in Louisiana and within this Court's jurisdiction. Its principal business office is located at 11111 Wilcrest Green Drive, Suite 300, Houston, Texas 77042. It has appointed the C T Corporation System, 3867 Plaza Tower Drive, Baton Rouge, Louisiana 70816 as its Louisiana registered agent for service of process.

8.

Defendant, **SWIVEL RENTAL & SUPPLY, L.L.C.** ("Swivel Rental"), is a domestic limited liability company whose domicile and principal office is located at 105 Commission Boulevard, Lafayette, Louisiana 70508. Its registered agent for service of process is Douglas Burns, 105 Commission Boulevard, Lafayette, Louisiana 70508.

9.

Defendant, **EATON OIL TOOLS, INC.** ("Eaton Oil"), is a domestic corporation whose domicile and principal office is located at 118 Rue Du Pain, Broussard, Louisiana 70518. Its registered agent for service of process is George Eaton, 301 Anslem Drive, Broussard, Louisiana 70508.

10.

Blaze believes that each defendant is insured under one or more policies of liability insurance that provides coverage for the damages that he seeks. He reserves his right to supplement and amend his Complaint to add each such insurer as a defendant herein.

Facts

11.

On December 13, 2015, Fieldwood and McMoRan owned and had custody and control of a fixed oil and gas production platform known as Platform A located in South Marsh Island Block 141 ("the platform") beyond three miles from Louisiana's coastline. The platform is an artificial island pursuant to the Outer Continental Shelf Lands Act, 43 U.S.C. § 1301 ("OCSLA").

12.

As of December 13, 2015, McMoRan was the designated operator of the platform.

13.

The platform had an estimated six to eight wells on it. Although McMoRan earlier had had the wells plugged and abandoned, the work was not successful as some or all of the wells continued to release subsurface pressure and flows as the bridge plugs previously set into this well leaked.

14.

McMoRan therefore needed to drill or mill out the previously set bridge plugs and then replug and cement the well. Subsequently, a snubbing unit was required to drill out the leaking bridge plugs in order to complete the plug and abandon ("P&A") operations since the well could not be plugged or killed.

15.

As of December 13, 2015, McMoran had hired Eagle Consulting to provide one or more employees as a project safety manager or company man (hereafter "company man") as McMoRan's authorized representative who was responsible for the project management and safety operations and/or inspections on the platform in McMoRan's best interest. The company man, however, had no authority, control, supervision, or right to instruct, supervise, or tell Superior Energy's employees about the details or about how they performed its work on the platform. Eagle Consulting's employee was required to know, understand, and comply with McMoRan's offshore safety manual and related safety materials.

16.

As of December 13, 2015, McMoran had hired Total Safety to provide one or more employees as McMoRan's safety manager on its platform to ensure that the various workers were working in a safe environment and to ensure compliance with federal, state, and local safety codes and industry regulations.

17.

As of December 13, 2015, McMoRan had hired Superior Energy Services, L.L.C. or Warrior Energy Services Corporation (together "Superior Energy") or both to furnish personnel and various equipment and materials to perform the milling and the P&A or the snubbing services or both on the wells located on the platform. Superior Energy, which owns Warrior Energy, furnished its own employee-supervisor to oversee its workers and the performance of its work on this job.

18.

As of December 13, 2015, Superior Energy employed Blaze and had assigned him to work on the platform to assist in performing Superior Energy's work on the platform.

19.

As of December 13, 2015, McMoRan had hired Swivel Rental or Eaton Oil or both to furnish a hydraulic power swivel, a power pack (pac), a control panel, a hydraulic power swivel rack, a work basket, and all related equipment to use for this job, and the personnel to operate the equipment.

Blaze hereafter refers to collectively to this equipment as the "power swivel equipment." Unless necessary to identify Swivel Rental and Eaton Oil separately, Blaze will refer to them together as "Swivel Rental/Eaton Oil.")

20.

On December 13, 2015, the power swivel was malfunctioning because, although its operator could turn it on and off, he could not put the power swivel into neutral.

21.

Sometime before December 13, 2015, McMoran, Eagle Consulting, and Total Safety knew or should have known that the weather forecast for the area of the Gulf of Mexico where the platform is located was predicted to encounter a serious weather system that would produce high winds, severe rain, and heavy seas.

22.

Due to the adverse weather conditions and, in particular, the high winds, the crane operator, who worked for another contractor—possibly Offshore Equipment Solutions Wadleigh Industries, Inc. ("Offshore Equipment")—was unable to use the platform's crane to lift the heavy pipe, including the pup joints, and equipment that Superior Energy's crew needed do to its work. Hence, he had placed the crane's boom in the rack before Blaze's accident.

23.

The work basket was attached to the platform's well on which Superior Energy's crew was working. The heavy seas or high winds or both were causing this well and the work basket to sway from side to side.

24.

On the evening of December 13, 2015, Blaze and a Superior Energy co-worker were inside the work basket that was an estimated 11 or more feet above the rig floor. They were trying to lift overhead and hold up a heavy-wall pup joint or mill pipe to make it up to the pin end of the turning power swivel in a driving rain, strong winds, and heavy seas while the basket was swaying from side to side.

25.

While Blaze and his co-worker were attempting to make up the pup joint to the swivel, they fell inside the work basket. Blaze hit his head against the basket and landed on his back, causing him serious injury.

26.

Blaze avers that this accident and his resulting injuries were the direct and proximate result of the negligence and fault of the defendants as stated below.

McMoRan's Negligence

27.

McMoRan's negligence, carelessness, and fault caused or contributed or both to Blaze's accident and injuries in the following non-exclusive particulars:

A. Failing to provide plaintiff with a safe place to work;

B. Failing to provide reasonably safe and proper equipment;

C. Failing to exercise reasonable care under the circumstances;

D. Failing to furnish a competent project manager;

E. Failing to properly supervise and train its employees, agents, or representatives in its work methods;

F. Failing to produce competent safety representatives or safety supervisors;

G. Allowing or ordering the workers to continue working without the crane and despite the high winds, heavy seas, and severe rain;

H. Failing to identify unsafe and hazardous conditions on its platform and to take appropriate steps to eliminate and/or reduce them;

I. Failing to stop work until after the adverse weather conditions had subsided or cleared;

J. Negligently requiring or allowing third-party contractor employees to work in dangerous and unsafe working conditions;

K. Negligently creating and/or permitting the existence of an unreasonably dangerous work condition;

L. Violating the applicable safety rules and industry standards under the circumstances;

M. Additionally, plaintiff invokes all legal presumptions including but not limited to the presumption of the defendant's fault which caused plaintiff's injury as a result of unreasonably unsafe conditions in or on its platform or the presumption of defendant's fault or both that caused plaintiff's accident and injuries in violation of one or more safety standards;

N. Any and all other duties, acts of negligence or fault established through discovery or shown at trial that are legally applicable.

28.

McMoran is liable to Blaze pursuant to Article 2317 of the Louisiana Civil Code and any other applicable Codal articles.

Eagle Consulting's Negligence

29.

McMoran hired Eagle Consulting to provide project management to oversee the work being conducted on McMoRan's platform. Eagle Consulting was responsible for project management, safety and inspections of the platform in general and the subject P&A work in particular on the platform at the time of Blaze's accident.

30.

Eagle's negligence, carelessness, and fault caused or contributed or both to Blaze's accident and injuries in the following non-exclusive particulars:

A. Failing to furnish plaintiff with a safe place to work;

B. Failing to require its employees to know, understand, and comply with McMoRan's offshore safety manual and related safety materials;

C. Failing to properly train and supervise its employees and their work methods;

D. Failing to produce a competent project management team;

E. Failing to identify unsafe and hazardous conditions on the platform and take the appropriate steps to eliminate and/or reduce them;

F. Failing to stop work until after the adverse weather conditions had subsided or cleared;

G. Failing to stop the work until the crane was back in use;

H. Negligently permitting the existence of an unreasonably dangerous work condition;

I. Violating the applicable safety rules and industry standards under the circumstances;

J. Additionally, plaintiff invokes all legal presumptions including but not limited to the presumption of the defendant's fault which caused plaintiff's injury as a result of unreasonably unsafe conditions in or on its platform or the presumption of defendant's fault or both that caused plaintiff's accident and injuries in violation of one or more safety standards;

K. Any and all other duties, acts of negligence or fault established through discovery or shown at trial that are legally applicable.

31.

Because the negligent actions and conduct of Eagle's employees occurred during the course and scope of their employment with Eagle, it is vicariously liable for its employees' negligent acts and omissions.

32.

Alternatively, Blaze submits that the negligent conduct, acts, omissions, and fault of Eagle's employees are imputable to McMoran under the doctrines of vicarious liability or respondeat superior or both.

Total Safety's Negligence

33.

Total Safety's negligence, carelessness, and fault caused and/or contributed to Blaze's accident and injuries in the following non-exclusive particulars:

A. Failing to furnish plaintiff with a safe place to work;

B. Failing to require its employees to know, understand, and comply with McMoRan's offshore safety manual and related safety materials;

C. Failing to properly train and supervise its employees and work methods;

D. Failing to produce a competent safety employee;

E. Failing to identify unsafe and hazardous conditions on the platform and take the appropriate steps to eliminate or reduce them;

F. Failing to stop work until after the adverse weather conditions had subsided or cleared;

G. Failing to stop the work until after the crane was back in use;

H. Negligently permitting the existence of an unreasonably dangerous work condition;

I. Violating the applicable safety rules and industry standards under the circumstances;

J. Additionally, plaintiff invokes all legal presumptions including but not limited to the presumption of the defendant's fault which caused plaintiff's injury as a result of unreasonably unsafe conditions in or on its platform or the presumption of defendant's fault or both that caused plaintiff's accident and injuries in violation of one or more safety standards;

K. Any and all other duties, acts of negligence or fault established through discovery or shown at trial that are legally applicable.

34.

Because the negligence actions and conduct of Total Safety's employees occurred during the course and scope of their employment with Total Safety, it is vicariously liable for its employees' negligent acts and omissions.

35.

Alternatively, Blaze submits that the negligent conduct, acts, omissions, and fault of Total Safety's employees are imputable to McMoran under the doctrines of vicarious liability or respondeat superior or both.

Swivel Rental's Negligence

36.

Swivel Rental's negligence, carelessness, and fault caused or contributed to Blaze's accident and injuries in the following non-exclusive particulars:

A. Failing to furnish plaintiff with a safe place to work;

B. Failing to require its employees to know, understand, and comply with McMoRan's offshore safety manual and related safety materials;

C. Failing to properly train and supervise its employees and work methods;

D. Furnishing equipment that was unfit and unsafe for use on this job;

E. Failing to timely repair or replace its faulty equipment;

F. Failing to identify unsafe and hazardous conditions on the platform and take the appropriate steps to eliminate and/or reduce them;

G. Failing to stop work until after its equipment had been repaired or replaced;

H. Negligently continuing to use its unsafe equipment;

I. Violating the applicable safety rules and industry standards under the circumstances;

J. Additionally, plaintiff invokes all legal presumptions including but not limited to the presumption of the defendant's fault which caused plaintiff's injury as a result of unreasonably unsafe conditions in or on its platform or the presumption of defendant's fault or both that caused plaintiff's accident and injuries in violation of one or more safety standards;

K. Any and other all duties, acts of negligence or fault established through discovery or shown at trial that are legally applicable.

37.

Because the negligent actions and conduct of Swivel Rental's employees occurred during the course and scope of their employment with it, Swivel Rental is vicariously liable for its employees' negligent acts or omissions or both.

38.

Alternatively, Blaze submits that the negligent conduct, acts, omissions, and fault of Swivel Rental's employees are imputable to McMoran under the doctrines of vicarious liability or respondeat superior or both.

Eaton Oil's Negligence

39.

Eaton Oil's negligence, carelessness, and fault caused or contributed or both to Blaze's accident and injuries in the following non-exclusive particulars:

A. Failing to furnish plaintiff with a safe place to work;

B. Failing to require its employees to know, understand, and comply with McMoRan's offshore safety manual and related safety materials;

C. Failing to properly train and supervise its employees and work methods;

D. Furnishing equipment that was unfit and unsafe for use on this job;

E. Failing to timely repair or replay its faulty equipment;

F. Failing to identify unsafe and hazardous conditions on the platform and take the appropriate steps to eliminate and/or reduce them;

G. Failing to stop work until after its equipment had been repaired or replaced;

H. Negligently continuing to use its unsafe equipment;

I. Violating the applicable safety rules and industry standards under the circumstances;

J. Additionally, plaintiff invokes all legal presumptions including but not limited to the presumption of the defendant's fault which caused plaintiff's injury as a result of unreasonably unsafe conditions in or on its platform or the presumption of defendant's fault or both that caused plaintiff's accident and injuries in violation of one or more safety standards;

K. Any and all other duties, acts of negligence or fault established through discovery or shown at trial that are legally applicable.

40.

Because the negligent actions and conduct of Eaton Oil's employees occurred during the course and scope of their employment with Eaton Oil, it is vicariously liable for its employees' negligent acts or omissions or both.

41.

Blaze further submits that the negligent conduct, acts, omissions, and fault of Eaton Oil's employees are imputable to McMoran under the doctrines of vicarious liability or respondeat superior or both.

Louisiana Law - Application and Claims

42.

The accident occurred on McMoRan's platform which is affixed to the seafloor of the Outer Continental Shelf off of the Louisiana coast. Accordingly, Louisiana Law governs this matter pursuant to 43 U.S.C. 1333(a)(2)(A).

43.

Defendants are liable to Blaze under Louisiana Civil Code articles 2315, 2316, 2317, and 2317.1, and any other provision of law deemed applicable, because their substandard conduct, fault and negligence, whether jointly, severally or individually, caused Blaze's accident, injuries, and damages.

Damages

44.

Because of the negligence and fault of the defendants, whether jointly, severally or in solido, Blaze suffered severe and permanent physical and emotional injuries, which include but are not limited to, his head, neck, left arm, back, related muscles, tendons, ligaments, and his body as a whole, emotional suffering and distress, and any and all other injuries that will be established at trial.

45.

Due to the foregoing, Blaze has suffered, is suffering, and will continue to suffer damages including, without limitation, past and future physical and mental pain and suffering, past and permanent disability, loss of wages, loss of earning capacity, loss of fringe benefits, loss of enjoyment of life, past and future medical expenses, and any other such damages to be established at trial.

Jury Demand

46.

Blaze requests and is entitled to a trial by jury.

Prayer

WHEREFORE, plaintiff, Leroy J. Blaze, Jr., prays that the defendants, McMoRan Oil & Gas, LLC, Fieldwood Energy, LLC, Eagle Consulting, L.L.C., Total Safety U.S., Inc., Swivel Rental & Supply, L.L.C., and Eaton Oil Tools, Inc. be served with certified copies of this Complaint for Damages and duly cited to appear and answer it; that after legal delays and due proceedings are had, there be judgment in favor of Plaintiff and against the defendants, jointly, severally, and in solido, in an amount sufficient to adequately compensate Plaintiff for his general and special damages as are reasonable, plus all awardable legal interest thereon from the appropriate date until paid, all costs of these proceedings, and all other just and equitable relief to which Plaintiff is entitled.

Respectfully submitted,

/s/ Richard R. Kennedy

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SERVICE INSTRUCTIONS:

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501 Louisiana Avenue
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Fieldwood Energy, LLC
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8550 United Plaza Building II, Suite 305
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Eagle Consulting, L.L.C.
Through its Registered Agent:
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